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Falſhood & Defamation

DETECTED and CONFUTED,

BEING A FULL

ANSWER

TO ALL THE

SLANDER and CALUMNY

THROWN ON

Dr. *ANDREW*'s CHARACTER,

By Mr. PITFIELD, and his Witneſſes.

Bona Opinio Civium tutior Pecuniâ.

EXETER:

Printed by JOHN SPENCER, in GANDY's LANE, 1761.

BRITISH MUSEUM

Falſhood & Defamation

Detected and Confuted, &c.

MR. *Pitfield* having a Leaſehold Eſtate, which had been an Incumbrance to him many Years, deſired me to purchaſe it, for an Annuity to be paid Quarterly, during his own, and his Siſter's Life; and propoſed Mr. *Chapple*, as a proper Perſon to ſettle the Annuity. As I conſented to this Propoſal, Mr. *Pitfield* ſupplied me with Materials for calculating the Annuity, which, at his Requeſt, I *faithfully* delivered to Mr. *Chapple*.

From theſe *right* Materials, Mr. *Chapple* made a *very wrong* Calculation, computing the Value of the Eſtate to be only 350*l.* and the Annuity 24*l.* 2*s.* 9*d.* tho' I make the clear annual Income, in my Materials, to be between 34 and 35*l.* which, Mr. *Pitfield* now owns, (after affirming the contrary full ſixteen Months) is as much as he ever made of his Eſtate any one Year during ſeventeen Years.

This Calculation I ſaid ſhould not ſtand, the Moment Mr. *Pitfield* objected to it; and

I immediately propoſed to have it re-conſidered by Mr. *Chapple* himſelf, or to refer it to Mr. *Richards*. And accordingly applied to Mr. *Chapple* for a ſecond Calculation, on ſuch Materials as Mr. *Pitfield* dictated to me; tho' I knew this ſecond Repreſentation of his, made the clear Income of the Eſtate at leaſt 5 *l. per Ann.* more than he ever made of it.

This I think clearly *proves* his Intention to *cheat* me, and is a great Inſtance of my Candour and Generoſity.

Three or four Days after this ſecond Application to Mr. *Chapple*, (before any new Calculation could be made) Mr. *Pitfield* came to my Houſe, and ſaid, " He would have " nothing to do with *Chapple*, for that he " was partial and unjuſt, and Counſellor *Jef-* " *fery* had aſſured him he uſed to under-value " Eſtates greatly;" and added—which, indeed is the ſole Reaſon of all the Abuſe he has flung out upon me—" That a Gentleman " of Fortune had offered him 600*l.* for his " Eſtate."

So far was I from inſiſting on the Bargain, even after this Agreement for applying a ſecond Time to Mr. *Chapple*, that I made no Objection to any Thing Mr. *Pitfield* ſaid, and only told him, I wiſhed he might make a good Bargain for his Eſtate at the Survey, which he ſaid he was determined to have.

Here appears the firſt wrong Step that was *wilfully* taken by Mr. *Pitfield*, who owns, that tho' he and I had actually agreed, that the

Annuity

Annuity ſhould be ſettled by *Chapple*, yet inſtead of expoſtulating the Affair over with me and *Chapple*, and pointing out the ſeeming Errors of the Calculation, which moſt ſurely, according to the Dictates of Honour and Conſcience, he ought to have done, (and on which he took ſeventeen Days to deliberate) away goes he to Mr. *Jeffery*, who, contrary to all the Rules of Honour, Juſtice, and Equity, adviſes him to break the Bargain. Indeed Mr. *J*—— did *ſay*, in Juſtification of himſelf, " that Mr. *Pitfield* never acquainted " him that I had applied to *Chapple* for a " ſecond Calculation." That was neceſſary for him to *ſay*, or elſe he would have confeſſed a moſt flagrant Falſhood, when he affirmed, " I refuſed to have the Calculation " *re-conſidered*, but would inſiſt on its being " carried into Execution, after two or three " trifling Errors had been corrected."

This too *Chapple* affirmed, tho' he had actually received Materials for a ſecond Calculation. But Mr. *Pitfield*'s Evidence fully confutes both.

Mr. *Pitfield* told the Counſellor in my Hearing, " That he had ſold his Eſtate to " me;" and notwithſtanding did the Counſellor put in Practice all the ſcandalous Means in his Power, to fruſtrate the Bargain; which he ſoon effected, being well ſeconded by the bad Diſpoſition of his Friend *Pitfield*.

To all this very unjuſt and ungenerous Treatment, I patiently ſubmitted, without making

making the leaſt Remonſtrance. Aſk Counſellor *Jeffery*, if it was poſſible for any one to do more to avoid Cenſure, and prevent Diſputes.

Notwithſtanding this my patient ſubmiſſive Behaviour, *Pitfield* continued, with unwearied Diligence, to propagate the moſt vile and falſe Reproaches on my Character and Conduct, during full ſixteen Months.

This I heard with infinite Concern, as I knew my own Innocence: But as this was a private Tranſaction between him, and me, there was no Poſſibility of my vindicating my Character, unleſs he confeſſed the Truth; and that could never be obtained till the 2d of laſt *January*; when the Rev. Mr. *Wright*, of *Barum*, who had always behaved to me with the moſt ſincere Friendſhip during full twenty Years, well knowing that my Character had been moſt baſely traduced, artfully inſinuated himſelf into the good Graces of Mr. *Pitfield*, wormed the Truth out of him, and thereby blew up his whole Plot.

The moſt bitter Invectives does Mr. *Pitfield* pour forth againſt Mr. *Wright*, for this his Zeal to ſerve me, and make him ſpeak the Truth againſt his Will. This is the ſame Mr. *Wright*, that will appear ſoon in a different Character.

Supported by the Evidence of this Gentleman, I applied for a Reference, which, with ſome Difficulty, was obtained.

Mr.

Mr. *Shapleigh*, who was one of the Referees, and who took very great Pains to ſift out the Truth, has given his Opinion in my Favour, as fully, and as clearly, as Words can poſſibly expreſs it: Which, together with the whole Proceedings, will be publiſhed, if there ſhould be found one Perſon of Credit, audacious enough (after impartially peruſing what follows) to declare, *That Pitfield, and all his Witneſſes, are not Liars.*

The other Referee has never given me any Opinion, being conſcious, that he muſt paſs Sentence upon his Friend *Pitfield.*

In the Courſe of the Evidence, *Chapple*, by frequently miſrepreſenting, and ſometimes flatly denying, the Truth, was accuſed of Falſhood; and in order to exculpate himſelf from that Charge, publiſhed the following Advertiſement, which appeared twice in the *Exeter* News-Papers, and which gave Riſe to the Diſpute between him and me, and lays me under the Neceſſity of publiſhing this Tract.

March the 18th, 1761.

WHereas I have been credibly informed, that a certain noted D——r, whom I need not name, has publickly given out, that he lately *undertook to prove, and hath prov'd me a Liar*, I can't avoid taking this Notice of ſuch unmerited Treatment, and am ready to defend my Reputation and Veracity from

from ſo injurious a Calumny. —— If he has indeed *attempted* to prove what he aſſerts, his pretended Proofs are of ſuch a Kind, as I believe were never admitted in any Court, any more than by thoſe to whoſe Judgment he ſubmitted them; and I am perſuaded, that few or none that *know* me, and the Occaſion of this Inſult, will give the leaſt Credit to ſuch a Report: But ſuch *others* as may be inclined to take it for granted on *his* Word, (if any ſuch there be) are deſired to ſuſpend their Opinion, till they are better informed of real Facts, and the true State of the Caſe; from which, if this groundleſs and unjuſt Charge upon me ſhould be perſiſted in, the Publick will be enabled to judge to whom ſo infamous a Character moſt properly belongs.

WILLIAM CHAPPLE.

EXETER, *March* 26, 1761.

IF a certain noted Calculator denies at one Time, what he aſſerts at another, He ought not to impute it to a noted D——r, that He is proved a *L—r:* But ſoon will be publiſhed the whole Proceedings, in Regard to a late Diſpute, and then the World will judge on whoſe Side Truth is, and conſequently which of the Parties has been in the Wrong.

AS

I intended to have publiſhed the other Advertiſements which paſt between Mr. *Chapple* and me; but think it will be more ſatisfactory to my Readers, to ſee the whole Proceedings, as taken by the Referees; with the Obſervations thereon, by *John Shapleigh*, Eſq;

AN EXACT COPY OF THE PROCEEDINGS AT THE REFERENCE.

MR. *Pitfield*'s opening of his Caſe againſt Dr. *Andrew*, in order to prove the Doctor attempted to defraud and cheat him, in his Treaty with the Doctor for ſelling to him his Houſe and Gardens in *Alphington* Pariſh, lately inhabited by Mr. *Packer*; and alſo his Lands belonging thereto, all held from Sir *William Courtenay*, determinable on the Two Lives of himſelf and his Siſter.

Note. For this Eſtate the Doctor was to have given an Annuity, and not to have bought it quite out.

OXFORD INN, 19th *Feb.* 1761.

Mr. *Pitfield* ſays, that ſome Time in the Year 1759, being in the Doctor's Chaiſe with him, I told him I had for an Eſtate at *Budleigh*, ſo good Encouragement for ſelling Eſtates, that I had Thoughts of parting with mine at *Alphington*. I ſaid, I gave 800*l.* for three Lives on it, and yet that I never made more than 34 or 35*l.* a Year for it; and that now I had only my own and my Siſter *Mary*'s Life on it. The Doctor then aſked me, how I would diſpoſe of it.—I ſaid, in the Manner I now held it.—Then ſaid the Doctor, I'll purchaſe it.—Then ſaid I, I will furniſh you, Doctor, with Materials to lay before *Chapple*, who ſhall aſcertain what Annuity you are to give me for this Eſtate—To which the Doctor conſenting, I partly in Writing, and partly by Word of Mouth, gave the Doctor all the Account I could of the Income and Outgoings of this Eſtate.—But as I dealt in Confidence of the Doctor's Honour, I was not ſo careful to take any Copy of the Particulars I deliver'd to the Doctor—But at ſome other Time (tho' when I am not certain) I told the Doctor, I ſat the Lands for 50*l.* a Year, and the Houſe and Gardens for 13*l.* a Year; but I can't remember what were the Contents of the Ma-

terials I delivered to the Doctor, only as to the Land-Tax, I am positive I mentioned it at 4*s.* in the Pound, and believe I gave the Doctor a Receipt for a Quarter's Land-Tax for the Estate, at that Rate.—And as to the Repairs, I said I could not give him any Account what they might probably amount to annually, because I had been very extravagant in them, in order to accommodate the two former Tenants, Mr. *Weston*, and Mr. *Packer*, who often invited me to the House, which induced me to spend much more thereon, than there was any Necessity for my doing.—But however, some Time after this the Doctor brought to me a positive Representation of the State of the Outgoings of this Estate, to be as follow:

Repairs —— ——	6	0	0
Head Rent — ——	2	15	0
Land-Tax —— ——	5	14	4
Church and Constables Rates	1	0	0
Tythes —— ——	5	5	0
Poor-Rates —— ——	5	0	0
Insurance —— ——	1	0	0
Total	26	14	4

And besides, the Doctor has reduced the House and Garden in his Representation to *Chapple*, to 11 *l.* a Year — and told *Chapple* the House was on an Average as much untenanted as tenanted, by which *Chapple* was induced to deduct One-third Part of the 11 *l.*

in his Valuation. — And tho' the Doctor has given in the Church and Conſtables Rate to be at 1 *l.* a Year, yet that is an arbitrary Account of the Doctor's; for that, in Fact, it amounts annually to 12 *s.* a Year only.—By which Account as above, *Chapple* eſtimated the Value of the Eſtate, which coſt me 800 *l.* for three Lives, to be only worth 350 *l.* for the two remaining Lives, and valued the Annuity to be worth only 24 *l.* 2 *s.* 9 *d.*

On this I carried the Calculation made by *Chapple*, to Mr. *B. Jeffery*, for his Advice; and after he had kept it ſome Days, Mr. *Jeffery*, in the Doctor's Preſence, adviſed me to advertiſe the Eſtate to be ſold. — On this the Doctor propoſed to have another Valuation made by *Chapple* or *Richards*, which I refuſed to do.—The Doctor then offered to give me 28 *l.* a Year Annuity for the Eſtate. Upon which Mr. *Jeffery* ſaid to the Doctor, if you'll buy it, buy it as a Chriſtian Man. I will, ſaid Mr. *Jeffery*, give 500 *l.* for it, and ſell it again for 600 *l.* Upon which the Doctor ſaid, Mr. *Pitfield* has told me, I ſhould have it.—To which I anſwered, So you ſhould, at a reaſonable Price. And then I offer'd to refer it to Mr. *Jeffery* and Mr. *Ley*; and told the Doctor, if he would refer it to them, I would deſire Mr. *Jeffery* to let the Doctor have it for leſs than any other Perſon.—The Doctor however preſs'd to refer it again to *Chapple* or *Richards*, which I refuſed, Mr. *Jeffery* adviſing me to refer to good Senſe only.

—Mr.

Mr. *Jeffery* then aſk'd the Doctor, how inferior he thought the Value of the Eſtate would be to the original 800*l.* in Caſe I added a third Life, which might be had for about 120*l.* On this the Doctor made a Merit of giving Security for the Annuity. — To which I anſwered, Ready Money on the Sale was full as good an one.

Soon after the above Tranſaction, as I was going by *Chapple*'s Houſe, his Wife deſired me to ſtep in and ſpeak with *Chapple*, who told me, he had not ſlept for ſeveral Nights on my Account, for that the Doctor had drawn him in to wrong me of near 200*l.*— And then *Chapple* gave me a Set of Articles of the Diſburſements totally different from thoſe the Doctor had delivered to me, which Articles, I apprehend, are under *Chapple*'s own Hand, and are as follow:

Land-Tax, at 3*s.* ——	4	6	3
Poor Rate, at utmoſt ——	4	0	0
Church and Conſtable Rate, at utmoſt ——	0	12	0
Tythe —— —— ——	5	0	0
Repairs, at utmoſt — —	4	10	0
Head Rent — — —	2	7	5½
	20	15	8½

Which Account nearly agrees with Mr. *Searle*'s (the Reeve for *Alphington*) Account, made on the Doctor's Application to Mr. *Searle*.

About

About this Time alſo, Mr. *Dicker*, a Surveyor of Eſtates, came to me to make up the Difference between the Doctor and me; and to this End deſired me to ſpare him the Calculation made by *Chapple*, between the Doctor and me; and when *Dicker* came to the Article of 350*l.* for the Value of the Eſtate, he cry'd out—Oh fie! the Doctor knows, when I ſurvey'd it for him, I told him 'twas worth 500*l.* And when he came to the Article of Allowance for the Decay of the Apple Trees in the Orchard, he ſaid, the Doctor knows I told him they were in their Prime; and were they not ſo, the Ground would yield as much on the Green Side, as the Orchards are valued at by *Chapple*.

Mr. *Pitfield*, having thus opened his Charge, he was deſired to go on to prove the Facts he had opened, and was requeſted to proceed with his Proofs in the ſame Order he had opened the Facts.

As to the Declaration by Mr. *Pitfield* of his never making more than 34 or 35*l.* a Year of the Eſtate, he averred, he was poſitive, he made Uſe of this Expreſſion; but the Doctor ſays, he is poſitive Mr. *Pitfield* told him only, he never made any Thing like 35*l.* a Year: So this Fact reſts on their Aſſertions; but Mr. *Pitfield* being aſked, if he ever told the Doctor, at any other Time, what the Doctor above averred he did ſay to him, Mr. *Pitfield* ſaid, he did not remember he ever did expreſs himſelf in that Manner.

As

1. As to the Value of the Annuity, being left to be ſettled by Mr. *Chapple*, the Doctor and Mr. *Pitfield* both agree that to be true.

2. As to Mr. *Pitfield*'s delivering the Materials to the Doctor, as he confirmed his not recollecting the Particulars; the Doctor produced one Receipt for a Quarter's Land-Tax, which Mr. *Pitfield* agreed might be delivered to the Doctor at that Time, and amounts to 1 *l.* 8 *s.* 7 *d.*

As to Mr. *Pitfield*'s repreſenting to the Doctor, the Value of the Land to be 50 *l.* a Year, and the Houſe and Gardens 13 *l.* a Year; the Doctor ſays, he does not remember it, if he had, ſhould have inſerted 13 *l.* inſtead of 11 *l.*

3. Admitted by both of them, that *Chapple* is Steward to Sir *William Courtenay*, for his Manor of *Alphington*; and they both believe he muſt as ſuch, be acquainted with the Nature and Condition of moſt, if not all the Eſtates within that Manor.

As to the Repairs, 'tis agreed they were to be paid for all the Eſtate by the Owner of it, and that Mr. *Pitfield* did not give any Eſtimate of them to the Doctor.

As to the Repreſentation given by the Doctor to *Chapple*, the Doctor admits it, except as to the Herriots, and the Vacancy of the Houſe.

4. Then *Chapple* being examined, he admitted that the Doctor told him, the Calculation was to be for Mr. *Pitfield*'s Eſtate; he admitted alſo, he was Steward for Sir *William Courte-*

nay,

nay's Manor of *Alphington*: He admitted the Repairs ought to be conſidered as iſſuing out of all the Eſtate; he ſaid, that in his Calculation of Repairs in his Eſtimate in 1757, he allowed 4*l.* 10*s.* thinking ſome Parts of the Lands lay on the River *Ex*, which now finding to be a Miſtake, he thinks 4*l.* to be a ſufficient Allowance; but admits, that Repairs in their Nature are very uncertain; and being aſked, if there was not a Pound-Houſe to be repaired on the Premiſes, he ſeemed doubtful whether there was any ſuch or not.

5. He admits, that if any Miſrepreſentation was made and given to him, of the Diſburſements of any Eſtates, within the Manor of *Alphington*, if he knew for what Eſtate it was, ſuch a Miſrepreſentation could never impoſe upon him, ſo as to injure any one by his Calculation; becauſe, if the Truth of the Repreſentation was not fully inquired into by himſelf, he would then only make an Hypothetical Calculation, and ſo declare it to be on the ſame Paper as he did in this between the Doctor and Mr. *Pitfield*: Whereas, if he had himſelf inquired into the Truth of the Diſburſements, he would then give a poſitive Calculation, according to what ſeemed to him to be right.

6. He admits when the Doctor delivered him the before-mentioned Materials, the Doctor told him theſe were the beſt he could furniſh him with; and ſays, that when he made the Calculation, in Purſuance of theſe Materials, he

he considered it only as a Method of Valuation, and did not consider himself as a Referee in the Affair.

He said also, that had he found the Calculation he made for Mrs. *Ilbert* of this Estate in 1757, he should have given in a Calculation of near 200 *l.* more than he did in this Calculation.

He said also, that the real Difference of the Value of the Outgoings between that given in by the Doctor, and that made in the Year 1757, is near 12 or 13 *l.* a Year.

He said, the Doctor agreed (and so he did) that the Value of the House and Gardens is given in only at 11 *l.* a Year, and the Calculation is valued on that Supposition, and on the Doctor's representing that the House was as much vacant as inhabited, what the Doctor told him was the Fact.—But to this the Doctor told him, the Paper he delivered to *Chapple*, was only, that it may be frequently vacant.

Chapple also said, that on Account of such Vacancy the Doctor recommended it to him to deduct the Moiety of the Rent in his Estimate.—To which *Chapple* said, if that Allowance was made, then the Residue of the Rent would be valued as the Land, which more than makes Amends for it.

'Tis agreed, the Doctor represented the Value of the House and Gardens, to be only really worth 11 *l.* a Year; whereas if valued as fat, at 13 *l.* a Year, the Difference in the

Price is 60*l.* 13*s.* 4*d.* which Sum would have increaſed the Annuity to 4*l.* 3*s.* a Year. ——The Calculation of 350*l.* and the Annuity of 24*l.* 2*s.* 9*d.* was agreed to be made by *Chapple*.

The Charge about the undervaluing of the Orchards on Account of the Badneſs of the Trees, at preſent reſts only on Mr. *Pitfield*'s Averment.

7. As to the Converſation with Mr. *Jeffery*, Mr. *Pitfield* agreed, he did tell the Doctor he would advertiſe the Eſtate to be ſold, before he and the Doctor met Mr. *Jeffery*.

8. As to the Propoſal by Dr. *Andrew*, that *Chapple* or *Richards* ſhould make a ſecond Calculation, Mr. *Pitfield* agrees the Doctor did ſo—But that he (Mr. *Pitfield*) refuſed to ſubmit to the Calculation of *Chapple*, or *Richards*, or any one elſe; becauſe Mr. *Jeffery* adviſed him to be directed by good Senſe, and not to ſubmit to *Chapple's* Calculation, becauſe he (Mr *Jeffery*) had known two or three Calculations given by *Chapple*, where Eſtates were reduc'd much below their real Value.—But Mr. *Pitfield* avers, the Doctor, at the Time of the Conference, did inſiſt on the Performance of the Calculation; (which I here obſerved, muſt be miſapprehended by Mr. *Pitfield*; 1*ſt*, Becauſe the Calculation by *Chapple*, was not an abſolute, but a conditional one; 2*dly*, Becauſe it is juſt before admitted by Mr. *Pitfield*, that the Doctor propoſed to refer again the Cal-

Calculation to *Chapple*, or to have another made by *Richards.)*

In Regard to the Converſation which Mr. *Pitfield* had with *Chapple* at his Houſe—*Chapple* ſays, After long Search, having found the Calculation he made for the ſame Eſtate in the Year 1757, and alſo a Copy of the Letter he ſent to Mrs. *Ilbert* on that Occaſion, he found that in that Calculation the Outgoings are ſtated to be only 19*l.* 19*s.* 8*d.* and the yearly Value of the Eſtate to be 63*l.* for that all but the Green Houſe was ſat for 62*l.* a Year, and the Green Houſe in Hand was valued at 1*l.* a Year; and that the Difference from this Repreſentation, and from that given him by the Doctor, amounts to the Sum of 180*l.* or upwards.—That this Obſervation and Diſcovery made him tell Mr. *Pitfield*, that he *(Chapple)* was drawn into a Scrape; for that he had been told, the Calculation which he lately made for his Eſtate was to be made by him as an Arbitrator or Referee between him and the Doctor; whereas at the Time of making the Calculation, and long ſince, he had never looked upon himſelf in that Light, nor ever heard of it but the Day before this Converſation, tho' the Calculation was made about five Weeks before; the Calculation being made and ſent on the 25th of *Auguſt*, 1759, and the above Converſation happening about the latter End of *September* following.

Mr. *Chapple* then aſk'd Mr. *Pitfield*, if the Caution or Memorandum of its being only an

hypothetical Calculation, remained at the Bottom of the Paper; which Mr. *Pitfield* could not then ſatisfy *Chapple* in. But on Inſpection afterwards, the Paper appeared to be as entire as *Chapple* delivered it; and being produced, it appears to continue ſo.

Then *Chapple* being oftentimes aſk'd, if he had at that Converſation told Mr. *Pitfield*, that the Doctor had *drawn* him in to *wrong* him, *(i. e.* Mr. *Pitfield)* he ſaid, he did not remember he ſaid any Thing to Mr. *Pitfield* tending to ſuch an Expreſſion.

10. Mr. *Chapple* then told us, that if at the Time of making this Calculation for the Doctor and Mr. *Pitfield*, he had found the Calculation made for Mrs. *Ilbert*, in 1757, then this laſt Calculation of his would have been much nearer the real Value of the Eſtate than it now is; for that he ſhould have valued it at about 550*l.*

11. Mr. *Pitfield* admitted, *Chapple* was conſidered by the Doctor and him as the Perſon who was to ſettle between them two the Value of the Annuity; and that the Articles given to Mr. *Pitfield* by Mr. *Chapple*, were taken from the Eſtimation in 1757.

Thus far we proceeded on the above Day, and having adjourned the farther Examination of this Matter to the *Tueſday* after, to the ſame Place, at Ten o'Clock in the Morning, we all parted about Seven o'Clock in the Evening.

Being

Being met according to the Adjournment, on *Tueſday* the 24th of *February*, 1761, I read the whole Contents of the former Proceedings to Meſſrs. *Tremlett*, *Pitfield*, and *Chapple*, as well as Dr. *Andrew*, who were the only Perſons preſent, and who declared they were very truly and fairly ſtated and repreſented.

Mr. *Pitfield*, in further Purſuance of his Charge, call'd Mr. *T. Searle*, who, I apprehend, acts as Reeve for the Manor of *Alphington*; who ſaid, that within a Week of the laſt Part of the Month of *Auguſt* 1759, Dr. *Andrew* came to enquire of him the Outgoings of Mr. *Pitfield's* Eſtate; for that he ſaid he was about to purchaſe it.—That on this they both went to Mr. *Shellabear*, who rented the Lands of that Eſtate.—The Doctor and *Shellabear* had then ſome Conference together, when the Doctor aſk'd him, if the Eſtate was too dear in 50*l.* a Year.—*Shellabear* ſaid, he had had bad Luck with it, the Orchards for two or three Years paſt having failed in their Bearing.—The Doctor then aſk'd *Shellabear*, if he had loſt 5*l.* a Year by it. He ſaid, he did not know but he had for the greateſt Part of the laſt Term, (which I took to be a Term of ſeven Years.)—On this the Doctor and *Shellabear* parted.

Then the Doctor deſired me to draw up an Account of the Outgoings, which I did, and delivered to him the ſame Day, and ſaid, that he had been Collector of the Land-Tax, Poor and

and Church Rate for that Pariſh for many Years off and on.—The Copy was thus:

Land-Tax, at 4*s.* —	5	15	0
Poor Rate ———	4	0	0
Church Rate ———	0	10	8
Tythe ———	5	0	0
Head-Rent and Capon	2	7	5½
Repairs, he thinks, about	4	0	0
£.	21	13	1½

He ſaid, theſe Articles in ſome Inſtances differ'd from thoſe he delivered to *Chapple* two or three Years ago; but he reckoned them as they happened to be in the Years when he took the Account. He ſaid alſo, the Poor Rate and Church Rate were true for that Year, tho' the Poor Rate is generally about 3*l.* 10*s.* 0*d.* and the Church Rate about ——— but was this Year ſomewhat higher, on Account of the Church's being robb'd.

He ſaid, the Eſtate is now ſet by Mr. *Croſs* for 91 or 92*l.* a Year, to ſeveral Tenants. The Orchards, which were before ſet for 18 Guineas, are now ſet for 23 Guineas; and that *Shellabear* rents a Part of the Orchards at an advanced Price. And tho' *Shellabear* complained to the Doctor of his having had bad Luck with the Eſtate, yet he told *Searle*, if the Eſtate was to be ſold, he would deſire Mr. *Pitfield*, it might be Part of his Agreement, that

that he might hold the Eſtate for one or two Years longer.

Mr. *Searle* being croſs-examined by the Doctor, ſaid, he never gave the Doctor but one Paper of the Outgoings of Mr. *Pitfield*'s Eſtate; but that he gave him an Account of the Outgoings of Mr. *Scott*'s Eſtate in *Alphington*, which he thought to be a juſt one.--He thought Mr. *Pitfield*'s Eſtate was the cheapeſt in the Pariſh.—That *Chapple* and he never conſulted together about theſe Outgoings.—He averr'd as before, the Paper deliver'd was a true Copy of that which he delivered to the Doctor, (to which Meſſrs. *Tremlett* and *Pitfield* ſaid, he added the Words, *to the beſt of his Knowledge)* tho' I own I did not obſerve, he did ſo expreſs himſelf. ——— On which the Doctor produced the very Paper which *Searle* delivered him, which he owned to be ſo, wherein the Repairs and Tythe are not mentioned. And on its being obſerved to him, there was this Difference, and therefore the above was not a true Copy, he ſaid, that he did not inſert the Tythe in the Paper, becauſe the Doctor told him, he well knew what the Tythes were.——So here is a plain Contradiction.

The next examined was Mr. *Jeffery*—— Mr. *Pitfield* told me, he had agreed on Mr. *Chapple*'s being the Referee for the Value of the Annuity to be given by Dr. *Andrew* for this Eſtate: And that the Doctor had been with *Chapple*, and got a Paper of the Calcu-

lation

lation from him.—He ſaid, that at the Conference abovementioned, the Doctor claimed a Performance of the Agreement, and inſiſted on it, that in Honour it ought to be done according to *Chapple*'s Calculation. On which I ſaid, it was made on wrong Principles; and ſaid, as to the Houſe and Gardens, they would be an Incumbrance; and that he urged the Doctor to buy it as a Chriſtian, but the Doctor ſtill inſiſted on having it on *Chapple*'s Calculation.

Then Mr. *Jeffery* being aſk'd, if the Doctor offered to refer it back to *Chapple*, or to have the Quantum ſettled by *Richards*; which Mr. *Pitfield* admits, as above, to be true—He ſaid, he thought the Doctor expreſſed himſelf to this Effect—That if Things are miſunderſtood, 'tis not too late to rectify them. ——But then he thought, that the Doctor did not by that intend to refer the whole again, but only one or two of the Articles. And that he does not remember the Doctor ever propoſed a general ſecond Reference of the whole to *Chapple*.

He confirmed what Mr. *Pitfield* ſaid, as to his offering to refer it to himſelf and Mr. *Ley*. That he then offered 500*l*. for it. Mr. *Jeffery* then concurr'd with Mr. *Pitfield*, to have it valued by ſenſible and indifferent Men; but Dr. *Andrew* would not conſent to it, &c. as above.

Being aſk'd by me, if he ever obſerv'd or took Notice to either the Doctor or Mr. *Pitfield*,

field, of the Caution or hypothetical Calculation contained and inſerted in the Bottom of *Chapple*'s Paper of the Calculation—He ſaid, he believed he never took Notice of it to either of them.——But I told the Doctor, I thought if I was to give 500*l.* for it, I ſhould get 100*l.* by the Purchaſe of it.——He ſaid, the higheſt Price he could obſerve the Doctor offered for it, was an Annuity of 28*l.* which Mr. *Pitfield* ſaid, according to *Chapple*'s Method of Reckoning, was valuing the Eſtate to be worth but 408*l.* 6*s.*

Mr. *Jeffery* being croſs-examined by the Doctor, ſaid, he did not remember any Diſcourſe by Mr. *Pitfield*, of there being a Bargain between them; but he underſtood it, that Dr. *Andrew* thought he had ſo good a Bargain, he would have given up ſome Trifles; nay, would have ſubmitted to have increaſed the Bargain to 100 or 150*l.* if he could have had the Eſtate at that Price; becauſe he was then certain he ſhould have it very much under Value. — He admitted, he did deſire Mr. *Pitfield* to go to Dr. *Andrew* for the original Calculation, for that he thought the Doctor was not to be truſted with it. — And on the Doctor's aſking him, why he thought it was dangerous to intruſt the Paper with him; he ſaid, his Reaſon was, for that he thought the Doctor was a dangerous Man, and that he intended to trick Mr. *Pitfield*; for that he look'd upon him to be a crafty, deſigning, and a bad Man: In ſhort,

ſays Mr. *Jeffery*, I thought, on the whole, that Dr. *Andrew* was wrong, corrupt, and wicked. He added, that he took no Part in this Affair, but that of deſigning, as a Friend, to help Mr. *Pitfield*, whom he look'd on to be an honeſt Man, againſt the Tricks of Dr. *Andrew*, whom he thinks to be a bad Man.

Then Mr. *Chapple* was again examined on Mr. *Pitfield*'s Behalf, who confirmed the Truth of what I have before inſerted, in Regard to his Evidence. He ſaid, he did not remember the Doctor inſtructed him to value the Eſtate at 4*s*. Land Tax. — That he told the Doctor, he could not make an abſolute Valuation of the Annuity, until he had been at *Powderham*, where he kept his Papers, and had found the Valuation he made for this Eſtate in 1757.—On which the Doctor deſired, I would make a Calculation according to theſe Facts and Materials he had given me in the Paper, and had before mentioned to me by Word of Mouth, and which, he told me, were the beſt he could get, until I had an Opportunity of going to *Powderham*; and that he deſired this Calculation for his Satisfaction, and Government of his Proceedings. —He added, that he look'd on the Doctor's verbal Declaration of the Houſe being vacant Half the Time, to be explanatory of the Paper delivered to him; and that this Repreſentation leſſens the Value of the Houſe 36*l*. 13*s*. 4*d*. —— He ſaid, the Doctor told him, that Meſſrs. *Jeffery* and *Pitfield* had

traduc'd

traduc'd him and me; and that I was to juſtify it as to the Method.—But I ſaid, that I had not yet found the Calculation in 1757, and imagined that this Calculation ſet the Eſtate at too low a Value. However, if there were any Miſtakes in it, they ought to be corrected. The Doctor ſaid, that was true, and offered to have it ſubmitted to a Correction; and ſaid, he had offer'd to have it referr'd to him, but that he could not be heard.

He ſays further, that on the Doctor's going on with the Narrative of the Converſation between himſelf, Mr. *Jeffery*, and Mr. *Pitfield*, he *(Chapple)* interrupted the Doctor, and ſaid, What! was I look'd on to be the Arbitrator or Referee between Mr. *Pitfield* and you? You know you never told me ſo—You never told me any Thing of that Kind. — Which Aſſertion of mine the Doctor neither denied nor confirmed.——This was the firſt Hint I ever had of being intended as the Referee.

I ſaid further, Did Meſſrs. *Jeffery* and *Pitfield* take Notice of the Caution, or hypothetical Calculation, at the Bottom of the Paper, or has it ſlipt their Obſervation?—The Doctor ſaid, there poſſibly might be a ſmall Miſtake or two in Facts of the Calculation; and when theſe Miſtakes were rectified, he thought he had a Right, and would inſiſt on a Performance of the Calculation.—But previous to this Declaration of the Doctor's ſaying, when theſe ſmall Miſtakes were rectified, he had a Right, and would inſiſt on a Per-

formance of the Calculation; he did ſay to me, if there were any Miſtakes in the Calculation, he would ſubmit to have them rectified; ſo that he did not inſiſt on the Performance of the Calculation, before the Miſtakes in it were ſet right.

On this I aſk'd *Chapple*, in Caſe the Calculation had been referr'd to him a ſecond Time, whether he would have made a ſecond Calculation, before he had been fully informed of the Truth of all the Outgoings and Income of the Eſtate by all the Parties concerned in the Valuation, and had heard what both Sides had to ſay upon it; which, he ſaid, he would not have done, for that he would have made ſuch an Enquiry.

N. B. This Converſation between the Doctor and *Chapple*, happened about ten Days after the Converſation had been between the Doctor, and Meſſrs. *Jeffery* and *Pitfield*.

He ſaid further, that on re-conſidering the Smallneſs of the Calculation, the Day before he delivered it to the Doctor, he was afraid the Doctor might be miſtaken in the Materials he gave him, and therefore he added that hypothetical Calculation, or Caution, which now appears to be at the Bottom of the Paper.—And he ſaid, he could juſtify the Calculation from the Materials delivered to him.

Thus Mr. *P*——-, having finiſhed the Proofs to juſtify his Opening,— we have adjourn'

journ'd the Meeting to *Saturday* the 28th Inſt. when the Doctor is to proceed on his Defence.

Meſſrs. *Tremlett*, *P*——, and Dr. *Andrew*, as well as myſelf, all agree, that this ſecond Day's Evidence is fairly ſtated.

Being all met on the 28th of *February*, according to the Adjournment, and the before Proofs having been read by me, and approved of by all of us; the Doctor opened his Defence thus. On or about the 26th of *Auguſt*, 1759, I delivered *Chapple*'s Calculation to Mr. *P*——, and ſaid, whatever Errors were in it, I would have corrected: And as he was often with me, I frequently aſked him when he would fix on a Day for ſettling the Annuity; but I generally found him reſerved. However on the 12th of *September* following Mr. *P*—— came to my Houſe, and then told me, I had been guilty of ſome Miſtakes in the Materials delivered to *Chapple*: On this I ſaid I would ſend to *Chapple*, and get him to make a new Calculation; Mr. *P*—— ſaid, No! and being in great Warmth, ſaid, I am determined to advertiſe it in *Brice*'s Paper next *Friday*, and will have nothing to do with *Chapple*. I then aſked Mr. *P*——, what Occaſion he had to tell me of it, if ſuch was his Reſolution: Mr. *P*—— ſaid, that I might not be ſurpriſed when I ſaw the Advertiſement. The next Day, being the 13th of *September*, 1759, Mr. *P*—— deſired me talk the Affair over with Mr. *Jeffery*, which I did: When Mr. *P*—— began with ſaying (as I think)

think) the Doctor and I have made a Bargain; to which Mr. *Jeffery* immediately replied, is it ſo? I knew nothing of any Bargain: Then Mr. *Jeffery* ſaid, the Eſtate was under-valued, and inſtead of 350 *l.* it was worth 600 *l.* and that he would give 500 *l.* to ſell it again for 600 *l.* Then I urg'd pretty ſtrongly the Validity of the Bargain; and, that if there had been any Miſtakes, I would take Care to get them rectified: Then Mr. *P*—— told me his Houſe was ſet for 13 *l.* a Year, and that three were other Miſtakes; and on Mr. *P*'s aſking me, if I inſiſted on this Calculation; I reply'd, I inſiſted on the contrary, and I immediately offered on Annuity of 28 *l.* a Year for it. I am not certain whether Mr. *Jeffery* heard me ſay I inſiſted on the contrary, but am ſure he was preſent, when I offered 28 *l.* a Year for it, which made Mr. *Jeffery* begin to calculate how much that Sum would amount to, at 16 Years Purchaſe, which he ſaid, he reckoned to be the Value of Mr. *P*—— and his Siſter's Lives, and the Sum was found to be only 448 *l.* on which, Mr. *Jeffery*, ſaid as before he would give 500 *l.* to ſell it again for 600 *l.* On which I told Mr. *P*——, if he diſliked Mr. *Chapple*'s Calculation, then I would ſubmit the Affair to Mr. *Richards*, or to any one elſe, but am not poſitive whether Mr. *Jeffery* was then preſent, tho' I believe he was. And this Offer I made becauſe Mr. *Jeffery* had before ſhewn his Diſlike to *Chapple*, by ſaying

ing, he had known two or three Inſtances, where he had under-valued Eſtates.

After Mr. *Jeffery* had left us, Mr. *P*—— and I ſtill walked in the *Church-yard*, when Mr. *P*—— with great Warmth, ſaid, tho' I know you did go to *Chapple* at my repeated Requeſt, yet I did not imagine you would have done it in a private clandeſtine Manner: And *Chapple*'s Calculation is partial, unfair, and unjuſt, or Words to that Effect; that he would have nothing more to do with *Chapple* about this Eſtate, for that he would ſell it; by which I apprehended he meant, at a publick Survey; but if I would give as much as any other Perſon, I ſhould have the Preference: Upon which, I concluded our Bargain was at an End. When Mr. *P*—— propoſed to have the Affair referred to Mr. *Jeffery*, or Mr. *Ley*, as Mr. *Jeffery* had before ſaid, that that the Eſtate was worth 600*l.* I thought he thereby meant to refer it to them only, that they might endeavour to adjuſt the Diſpute between us, and not to ſettle the Value of the Annuity. During the above Conference, I aſked for the Paper of *Chapple*'s Calculation, which Mr. *P*—— gave me. We parted about eight o'Clock in the Evening; but about nine o'Clock of the ſame Evening, Mr. *P*—— came to my Houſe, and gave me freſh Inſtructions, in order to be lain before *Chapple* for a new Calculation; and then he deſired I would give him *Chapple*'s Calculation, becauſe he wanted to ſhew it to Mr. *Jeffery*. I immediately

mediately gave it him, but desired to have it again the next Morning: To which I thought Mr. *P*—— agreed, as he only reply'd, *Richard* (i. e. Mr. *P*——'s Servant) shall take a Copy of it. The next Day I sent Mr. *Dicker* to Mr. *P*——, to beg for the Paper of Calculation, which I thought to be my Property: But Mr. *P*—— sent Word I should never have it. However on my second Application, Mr. *Pitfield* sent me a Copy of it. — But note, I did not deliver the old Calculation to Mr. *Pitfield*, before he gave me the following new Instructions. And I am the more particular and positive of what I have before said, because I committed it to Writing, on the 15th or 16th of *September*; whereas the Conference with Mr. *Pitfield* at my House, was but on the 12th; and that with Messrs. *Jeffery* and *Pitfield*, was on the 13th of the same Month. And I afterwards read the Contents of the Paper to several Persons, and particularly to Mr. *Luscombe*, the Apothecary, in about one Fortnight after I had wrote it.

The new Instructions given me by Mr. *Pitfield*, as abovesaid, are as follow, and are inserted in a Paper of my own Hand-Writing, but were entirely dictated by Mr. *Pitfield*; for I desired he would write them down.— But he said, No, do you do it. — I am not certain whether Mr. *Pitfield* read them himself, or I to him; but am certain one or other was done.

An House

An Houſe ſet for —— 13 *l.* a Year,
belonging to an Eſtate, ſet for 50 *l.*

63 *l.*

OUTGOINGS.

	l.	*s.*	*d.*
Conventionary Rent -	2	6	0
Land-Tax - -	5	14	4
Church Rate, &c. -	1	0	0
Tythes - - -	5	0	0
Repairs of Houſes and Walls	5	0	0
Poor Rate - -	4	0	0
Inſurance Money -	0	15	0
	23	15	4

Theſe Inſtructions were ſent to *Chapple* in a Letter, writ at the Bottom of them by myſelf, in Mr. *P*——'s Preſence: And on his hearing it read, he deſired the Words (which I have included in a Crotchet, tho' it is not ſo in the Letter) ſhould be added to it.

September 13,—59.

SIR,

I was miſtaken in ſome of the Articles relating to Mr. *P*——'s Houſe and Eſtate; and therefore muſt beg the Favour of you to let me know how much may be given for it,

[clear of all Deductions annually] according to the above Repreſentation: And at the ſame Time, you will be ſo good as to ſay how much muſt be given for a Life on the above Premiſes added to Two Lives: One of which is 53, the other 52; and what may be the preſent Value of theſe two laſt Lives. I beg alſo to know how much Sir *W. C*—— would expect for changing the above two Lives.

Your Anſwer to this, at your Leiſure, will oblige,

Sir, your moſt humble Servant,

JOHN ANDREW.

This Letter was in a Caſe directed to *Chapple*, and I left it at my Houſe to be ſent by the next Poſt; and believe it was ſo; for *Chapple* ſent it back to me on my Application to him for the Materials I firſt ſent him, in order that I might clear up the Charge, which Mr. *P*—— laid on me of repreſenting, that the Houſe was vacant half the Time.

On the 14th of *October*, 1759, *Chapple* returned my Materials for the firſt Calculation, and in Conſequence of Mr. *Dicker*'s Advice to me to get my Materials authenticated, I went to *Chapple* at *Powderham*, about the 20th of *October*, 1759, and got *Chapple*'s Clerk to take a Copy of them, and deſired *Chapple* to atteſt it, which *Chapple* refuſed, ſaying, I do not know what Uſe you may make of it. I then ſaid, if there was any Error in my Materials

terials, he *(Chapple)* ought to have corrected it: So ſhould I, ſaid he, if I had known for whoſe Eſtate it had been: But I never knew it was for Mr. *P*——'s Eſtate any more than for one in *Utopia*. Good God, ſaid I, did you not tell me, Mr. *P*— himſelf had ſpoken to you about the Affair? Pray what did Mr. *P*—— go to you for? At which Queſtion, *Chapple* heſitated, and then ſaid;—To aſk for the Outgoings of his own Eſtate.

From that Converſation, which I before mentioned to have had with Meſſrs. *Jeffery* and *P*——, on the 13th of *September*, 1759, to the 12th of *October*, 1760, tho' I heard from all Quarters, how ſevere Mr. *P*— had been on my Character; I ſaid little or nothing about it; when Mr. *Walker* told me, *Chapple* had ſaid to him, he did not know for whoſe Eſtate he made the Calculation; and further, that if he had known the Calculation he had made had been intended for Mr. *P*—'s Eſtate, it would have been more accurate, for that he had before made a Calculation for that Eſtate, to which he would have had Recourſe.

That it is in Mr. *P*——'s Favour to eſtimate the Rent at 61 *l.* and the Outgoings at 26 *l.* rather than to take 28 *l.* a Year, out of a Rent of 63 *l.* which muſt be done to bring the Eſtimate to Mr. *P*——'s Aſſertion of his never making more of it than 34 or 35 *l.* a Year; the Income being always leſs certain than the Outgoings.

And now I will ſhew, that there are ſeve-

ral real Incumbrances which I never was told or knew belonged to this Eſtate, and conſequently are not inſerted in my Repreſentation to *Chapple*; for the Eſtate conſiſts of two Tenements, whereas I thought it was an entire one; and both theſe Eſtates are liable to do the Offices of Overſeer of the Poor, of Church Warden, and of the Reeve, and to take Apprentices; and the Eſtate is liable to a Way-Rate, which is frequent here, and which, I gueſs from an Eſtate I have in *Alphington*, muſt amount to about 5*s*. *per Ann*.

Dr. *Andrew* having thus opened his Defence, Mr. *Underhill* was called, who ſaid, That Mr. *P*—— had two Tenements in *Alphington*, the Home Eſtate, and the Marſhes: —That each Eſtate is liable to take an Apprentice; to take upon them the Offices of Poor and Church Warden; and, as he believes, alſo to do the Office of Reeve of the Manor. —He ſaid, for to do the Office of Poor-Warden, was generally paid 2*l*. 15*s*. —That the Turn of Eſtates to do the Poor-Office, comes round in about 30 Years—That for Apprentices in about 20 Years—and that for the Reeve in about 40 Years, for which is generally given Two Guineas or 40*s*.—The Church-Wardens have Half a Guinea for doing the Office, which comes round in about 34 or 35 Years.—And Mr. *P*—— told us, he took an Apprentice about ſix Years ago, and paid about Two Guineas with it; whereas the Doctor produced a Certificate

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from *Middleton*, at the *Star* in *Exon*, who has an Eſtate in *Alphington*, and was refuſed 4*l.* 10*s.* to take his Apprentice. — Mr. *Underhill* ſaid alſo, he has heard *Shellabear* had bad Luck with his Orchards.

Then was call'd *Robins*, a Carpenter and Farmer, who ſaid, he had view'd Mr. *P*—'s Eſtate the Day before his Examination, and thinks, he could not keep the Premiſes in Repair in the Carpentering Way, for twenty Years, for leſs than 5*l.* a Year, he finding only Nails and Labour.—He ſays, he works ſometimes for the Doctor, but never for Mr. *P*——.

Then *Gale*, the Joiner and Carpenter, who works for Mr. *Robins*, ſaid to the ſame Effect with *Robins*.

Searle, a Thatcher, ſaid, was he to find all Things for Thatching the Premiſes for 20 Years, he thinks they would come to 5*l.* a Year—and ſaid, he had work'd on the Eſtate, as a Thatcher, for Mr. *P*——.

Then Mr. *Chapple* being call'd, he ſaid, he ſeemed to remember, and does believe, he received the above Letter of the 13th of *September*, 1759, with the Materials; but fancies he was hindered, either by being at *Teignmouth* for his Health, (where he was ſure he was when the Letter was dated) or by ſome Buſineſs after his Return, from anſwering it. — But he ſaid, he ſeemed to remember, tho' he could not be poſitive, that the Doctor either came to him, or told him

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by a Meſſage, There was now no Occaſion for any new Calculation:—And that thereon I redelivered the Letter and Materials:—But I am moſt inclined to think I delivered it to the Doctor himſelf.—And if it was ſo, I am certain it muſt be a conſiderable While after its Date, tho' how long I can't be certain.

He ſaid, the Doctor's Materials for the firſt Calculation were redelivered by him to the Doctor, on the 14th of *October*, 1759: And that at the Time the Doctor ſays he converſed with me at *Powherham*, my Clerk *Hole* brought a Copy of them to me; but before the Copy was brought to me, I told the Doctor, he was charged with palming upon Mr. *P*——, my hypothetical Calculation, as my final Valuation made by me as their Referee, which was now the general Talk; and I thought myſelf concerned in the Affair.—To which the Doctor ſaid, when I ſent you that Paper, I only deſired you would make a Valuation agreeably thereto; and obſerved, there was nothing in the Paper of Materials mentioned of the Houſe being vacant half the Time; nor did I ſend you any Direction in Regard to the Value of the Herriots. — My Anſwer was, What do you mean by ſending it? Did you not give it me yourſelf? Did you not give me verbal Inſtructions before as well as after the Materials were delivered to me, particularly as to the Houſe being vacant half the Time, and therefore to be conſidered at half the Rent? Did you not deſire me to va-

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lue the Chances of the Herriots? — The geral Anſwer the Doctor made to it, was, I don't remember one Word of it. — I ſaid, if you don't, I do.

I ſaid alſo, why did you not tell me, that I was to be the Referee? If ſo, I would not have even given an hypothetical Calculation, until I had enquired into the Facts.

Then *Hole* produced the Copy; and on the Doctor's aſking me to ſign it, I ſaid, why ſhould I do it? The Doctor ſaid, there could be no Harm in my ſigning a true Copy of it. I will not ſign it, as containing the whole of the Inſtructions.

The Doctor ſaid, he aſk'd a Copy, becauſe as the Original was a ſmall Paper, it might be loſt.

I never ſaid, I did not know it to be for Mr. *P*——'s Eſtate, for that would be big with Contradictions.—And I deny all the reſt of the Converſation, which the Doctor in the opening of his Defence, ſaid he had with me: And that he ever told Mr. *Walker*, what the Doctor ſays he did tell him.

Then Mr. *Chapple* being aſk'd, as to his Method of valuing Houſes, to which any Farm is annexed, ſaid, the Way was this: If the Houſe was a neceſſary Part of the Farm, and to be occupied and uſed by the Tenant of the Farm, then they conſidered the Houſe only as a Part of the Eſtate, bringing up the Rent to the Price which the Tenant pays for the Eſtate: But if the Houſe is not a neceſſary Part of the

Farm,

Farm, and is capable of being ſet to other Tenants than to the Tenant of the Farm, then they value ſuch a Houſe ſeparately from the Farm.—And being aſk'd alſo, what was the Difference of the Value of an Eſtate depending on two Lives of 51 and 52, or 53 and 55? he ſaid, he could not anſwer that Queſtion off-hand.

On *Saturday* the 7th of *March*, 1761, we met according to Adjournment, when I read over the opening of Dr. *Andrew*, and his Proofs of the laſt Meeting, in the Preſence of *Chapple*, and all the Parties; who unanimouſly agreed they were fairly and truly repreſented.

Then Dr. *Andrew* call'd Mr. *Dicker*, who ſaid, he waited on Mr. *P*—— at the Doctor's Requeſt, and deſired Mr. *P*—— to return *Chapple*'s Calculation, which the Doctor had given him;—which Mr. *P*—— refuſed to do;—but he ſhew'd it to me:—On which I obſerved, there were Miſtakes in it, in Regard to the Valuation of the Eſtate.—And on this I recommended a Compromiſe to Mr. *P*——, which he would not conſent to; but ſaid, the Doctor on the Sale ſhould have the Preference. And this Conference I had with Mr. *P*——, on the 14th of *September*, 1759.

He ſaid further, That ſome Time in *October*, 1759, he waited on Mr. *P*—— a ſecond Time for a Reconciliation, on the Doctor's Requeſt, when he found Mr. *P*—— much changed, he then expreſſing himſelf with great

great Reſentment againſt the Doctor, ſaying, Tell him I'll meet him at the *Guildhall*.

He added, that he thought no one could keep the Houſes, Walls, Gates, Bars, (eſpecially as there is an Apple-Pound) in Repair under 8 or 9*l.* a Year.—And that he thought the Thatching on Mr. *P*——'s Eſtate was as much as on his own; and that he would give 5*l.* a Year to defray that ſingle Article.

He ſaid alſo, that when Houſes are ſold with Eſtates, there is ſeldom much Value put upon them; and that it muſt be a good Houſe, and well tenanted, that always brings in as much Money as muſt be laid out upon it; and mentioned the Houſe of Mr. *Stone*, near *Crediton*, which, with the Eſtate, coſt about 3000*l.* and believes will now yield only 15 or 1600*l.* tho' the Land of it is worth 28*l.* a Year.

He farther obſerved, that in *Chapple*'s Eſtimate for this very Eſtate in 1757, he makes the Houſe of no Value; as the Eſtate, reduced to an Over-land of 50*l.* a Year, would be of as much Value as he eſtimates the whole Eſtate to be of; for which refer to the Eſtimate in 1757.—And he thinks there is ſome Error in *Chapple*'s Calculation, and that the Houſe is valued at nothing; for the Overland of 50*l.* a Year, is of more Value than *Chapple* has calculated the whole Eſtate at; and ſays, that Mr. *Scott*'s Eſtate, bought by the Doctor, in *Alphington*, is valued at 3*l.* 4*s.* a Year leſs, on Account of the Houſe.

He ſaid too, he thought the Orchard-Ground better without Trees than with them, on Account of the Richneſs of the Ground, which makes the Trees grow too luxuriant.

Being aſk'd by Mr. *P*——, if on ſeeing *Chapple*'s Calculation, he ſaid, Oh fie, Doctor, *&c.* as in Mr. *P*——'s Opening; he ſaid, he did not remember he ever ſaid ſo, or that the Eſtate was worth 500*l.* unleſs as to the Price, that he might ſay ſo, after Mr. *P*—— was determined to ſell it publickly.

The next Perſon called by the Doctor, was his Servant *John Roper*, who ſaid, that *Shellabear*, about a Year and a Half ſince, on the Doctor's talking with him about Mr. *P*——'s Eſtate, ſaid, he had not made the Rent of the Eſtate for ſome Time, by 5 or 6*l.* a Year, on Account of the Orchards; and that on the 23d of *February* laſt, *Shellabear* told him (the Doctor) he heard there was a Difference between the Doctor and Mr. *P*——, and that he did not care to come in, (by which, I ſuppoſe, he meant to be examined) leſt he ſhould hurt Mr. *P*——.

Then as to the Repreſentation of the Income and Outgoings of the Eſtate, which the Doctor ſaid were dictated by Mr. *P*—; and as to the Letter at the Bottom of it, which the Doctor declar'd was read by him in Mr. *P*——'s Preſence; and that the Words included in the Crotchets, were put in at Mr. *P*——'s Requeſt—Mr. *P*—— not admitting at firſt, that he did dictate the Outgoings, *&c.*

as

as above, the Doctor produced an Affidavit of his confirming the Truth of it, dated the 5th of *March*, 1761, ſworn before Alderman *Brayne*, and ſigned by the Doctor: And to confirm the Truth, he ſaid, the Nature of the Thing ſhew'd it muſt be dictated by Mr. *P*——; for how elſe could he know, that the Conventionary Rent was 2*l.* 6*s.* and not 2*l.* 7*s.* 5*d.* ½. as in the Leaſe?—Mr. *P*— told him, there were a few Pence which m ight be omitted; and which, in fact, are 5*d.* ½. And then as to the Inſurance Money, how could he know the Sum paid, unleſs that Mr. *P*—— told him what it was? — Theſe Circumſtances brought Mr. *P*—— to admit, the Repreſentation might be dictated by him.

Then I obſerved, that tho' the Doctor, by his Affidavit, ſwore to the dictating of the Articles by Mr. *P*——; yet the Affidavit ſaid nothing as to the Letter: Therefore I aſk'd him whether he was ready to ſwear, that was alſo writ in Mr. *P*——'s Preſence, and read to him; and that the Words within the Crotchets were inſerted at Mr. *P*——'s Requeſt; who ſaid, he was ready to, and would actually ſwear it. — On which I aſk'd Mr. *P*——, whether he would as poſitively ſwear the contrary, which he ſaid he would not, but would ſwear he did not remember it. — But then I apprehended he did admit, he might deſire the Information to be made to *Chapple*, in Regard to the Value of the Life: But Mr. *P*—— ſaid, he was ſure thoſe

Articles and this Letter were never intended by him to be ſent to *Chapple* upon the Footing of a new Agreement, as he call'd it, for him to ſettle the Annuity between them.— And he being aſk'd, what then theſe Articles were given the Doctor for? he ſaid, it was to ſhew the Doctor the Falſeneſs of his former Repreſentation.

Then Mr. *Walker* was called, who did admit, he had told the Doctor, he apprehended *Chapple* told him, he did not know for what Eſtate he was making the Calculation; but that, on Recollection, he believes he was miſtaken; for that *Chapple* told him, he wanted to go to *Powderham* for the former Calculation; which could not be of any Uſe to *Chapple*, unleſs he knew for what Eſtate he was calculating.

Thus the Doctor having gone through his Evidence, Mr. *P*—— was aſk'd, if he had anyReply to make; which appear'd to be only a Certificate under his Servant *Houghton*'s Hand, That by *Searle*'s Books it appeared, Mr. *P*——'s Houſe at *Alphington*, Out-Houſes, and Walls, in the Thatching Way, for eleven Years, coſt only 24*l.* 8*s.* which on an Average, is 2*l.* 4*s.* 4*d.* a Year.

And ſo here ends all the Evidence affecting this Diſpute.

OBSERVATIONS
OF MINE,
Ariſing on the EXAMINATION;
AND
My OPINION thereon.

1. 'TIS admitted, Mr. *P*—— has accuſed the Doctor before the World of the Doctor's dealing deceitfully and fraudulently in the Treaty between them two, for the Sale of Mr. *P*——'s Eſtate.

2. Both the Doctor and Mr. *P*—— agree, that the Value of the Annuity was to be ſettled by Mr. *Chapple*.

3. Mr. *P*—— admits, that he gave ſome Materials to the Doctor, to be lain before *Chapple* for that Purpoſe; and does believe, that the Receipt produced by the Doctor, for one Quarter's Land-Tax, 1*l.* 8*s.* 7*d.* was given by him to the Doctor, tho' he ſays, not having taken any Copy of the Materials, he cannot recollect them, but truſted to the Doctor's Honour.

4. 'Tis admitted by both of them, as well as proved by *Chapple* himſelf, that he is Steward

ward to Sir *W*— *C*—, for his Manor of *Alphington*, wherein this Eſtate lies; and they both believe, that *Chapple*, as ſuch, muſt be acquainted with the Nature and Condition of all or moſt of the Eſtates within the Manor.

5. *Chapple* admits, the Doctor told him the Calculation was to be made for Mr. *P*—'s Eſtate.

6. *Chapple* admits, that no Repreſentation of the Outgoings of any Eſtate in *Alphington* Manor, if he knew for what Eſtate it was, could ever impoſe upon him in his Calculation, ſo as to make it binding; becauſe, if he did not examine the Truth of them from the proper Perſons, he would make only an hypothetical Valuation — as he has actually done in this Eſtimate.

7. *Chapple* admits, that when the Doctor delivered him in the Materials, now ſo much complained of, the Doctor told him, thoſe were the beſt that he could furniſh him with: And he *(Chapple)* gives a plain Reaſon why he did not trouble himſelf about enquiring whether thoſe Articles or Materials were erroneous or not, becauſe he declares, he did not make the Calculation as a Referee between the Doctor and Mr. *P*——, ſo as to bind them, but only as a Method of Valuation.

8. Mr. *P*—— admits, he did tell the Doctor, before he had any Converſation with him in Mr. *Jeffery*'s Preſence, that he would advertiſe the Eſtate for Sale.

9. Mr.

9. Mr. *P*—— admits, the Doctor did, on seeing this Estimation by *Chapple*, propose to him to have the Calculation referred back again to *Chapple*, or to have it settled by *Richards*; but Mr. *P*—— refused it, and particularly as to *Chapple*, for that Mr. *Jeffery* had told him, *Chapple* was too apt to undervalue Estates.

10. *Chapple* proves, he depended much on the Caution or Declaration made at the Bottom of this Calculation; for that he enquired particularly of Mr. *P*—— about it, whether it remained there, or whether it was torn and broken off, was his Expression, which at last he found to be there as he wrote it himself, and does still continue to be there.

11. Tho' Mr. *P*— in his opening, averr'd, that *Chapple* told him, the Doctor had *drawn* him in to *wrong* Mr. *P*——; yet on *Chapple*'s being several Times ask'd, whether he did say *so* to Mr. *P*—— or not, he declar'd, he did not remember he ever said any Thing like it.

Now from the above true Representation of what has been charged, proved and admitted or denied,

What Grounds are there for Mr. *P*——'s positively charging the Doctor with having given in an erroneous Representation of the Outgoings or Value of this Estate, in order to cheat and defraud him: For

First, I will suppose, that tho' Mr. *P*—— thinks fit to charge the Doctor with being a

Rogue

Rogue or a Cheat; yet he will not deny, but the Doctor has a good Share of Underſtanding. His Senſe and Underſtanding, being then admitted to be unexceptionably ſound, what poſſible Hopes or Expectations of Succeſs, could he have in attempting to cheat Mr. *P*——, in the Manner with which he has been charged.

For after the Doctor and Mr. *P*—— had agreed, that *Chapple* ſhould ſettle the Value of the Annuity between them: The firſt Step taken was, that of Mr. *P*—'s delivering to the Doctor ſome Account of the Outgoings of the Eſtate; the Particulars of which, except as to one Receipt for a Quarter's Land-Tax, are not recollected.—Theſe Materials were to be delivered by the Doctor to *Chapple*; but, it is not proved or ſaid, that this was a perfect Account; nay, the contrary ſeems rather to be admitted by Mr. *P*——, becauſe he owns himſelf not to be very careful about it, as truſting to the Doctor's Honour, and their mutual Friendſhip.

Chapple to be ſure, could not make an Eſtimate without being furniſhed with ſome Materials.—On this the Doctor gave *Chapple* the Account ſpecified in the Examination; and at the ſame Time, told him, theſe were the beſt Materials he could furniſh him with: From which Declaration 'tis very natural to conclude, that *Chapple* did not receive them as an infallible Guide, to enable him to aſcertain the Value of this Annuity abſolutely,

and

and indeed from his afterwards making from them only an hypothetical Calculation, as he called it, it plainly appears, he did not absolutely depend upon it; and from thence I think 'tis natural also to infer, that the Doctor himself did not look on the Account he gave *Chapple* to be perfectly represented; for if he had, he would probably have told *Chapple*, he thought it to be so, and not have expressed himself in this Manner, to wit, —These are the best Materials he could get.

But then consider to whom this Account was delivered; to no other Person than this Mr. *Chapple*, whom the Doctor must know was, or might with the greatest Ease, have inform'd himself of the real Truth of the Outgoings of this Estate, as being the Steward of the Manor, wherein it lies. What Hopes then can any sensible Person imagine he could entertain of availing himself by any false Representation he should deliver to *Chapple?* none surely, unless he had concealed from *Chapple*, that the Calculation was for Mr. *P*——'s Estate; and that Method I think he would have taken, if he had really any Design to cheat or overreach Mr. *P*——. To which also I think may be added one Observation more, that as Mr. *P*—— had hitherto delivered the Doctor but an imperfect Account of the Outgoings of this Estate; it was not unnatural for the Doctor to believe, as the Affair so materially concerned Mr. *P*——, that he (Mr. *P*—) would have obtained a more perfect Account, and

have delivered it to *Chapple*; by which the Doctor's Errors (if any) would have been discovered: But this not being done, and as Mr. *Chapple* declares he did not look on himself at that Time as a Referee, or the Perſon appointed by the Doctor and Mr. *P*——, finally to ſettle the Value of this Annuity; he proceeds to calculate on the Footing of the Account given by the Doctor; and when he had made it, he put it into Writing, and at the Bottom of the Paper declares, in Effect, that the above Calculation was made upon the Suppoſition that the Repreſentations therein contained were all true; which is, in Effect, telling both the Doctor and Mr. *P*——, that before you regard this Calculation, you muſt thoroughly examine whether the Repreſentations are true or not.—And this Calculation was firſt delivered to the Doctor, who delivered it entire to Mr. *P*——; who, finding the Value of the Eſtate, and conſequently of the Annuity, to be much leſs than he expected, away goes Mr. *P*—— to Mr. *Jeffery*, who adviſes him to reject the Calculation, and to advertiſe the Eſtate for Sale.

Now here appears to me to be the firſt wrong Step which was wilfully taken, and that by Mr. *P*—— himſelf; for it ſeems to be admitted in this Caſe, That the Doctor delivered *Chapple*'s Calculation to Mr. *P*—— on the 26th of *Auguſt*; and that tho' the Doctor and Mr. *P*—— had frequent Occaſions of being together, and the Doctor at thoſe

Times

Times frequently aſk'd Mr. *P*——, *when they ſhould ſettle the Annuity*, and told him, if there were any Errors in the Calculation, he was willing to have them corrected; yet he would give him no Anſwer to it, till the 12th of *September* following, (which was 17 Days after the Calculation was delivered to him): And tho' he (Mr. *P*—) owns, they two had both actually agreed, that the Value of this Annuity ſhould be ſettled between them by *Chapple*; yet by the Conference which paſſed the next Day between the Doctor and Mr. *P*——, it appeared plain, that inſtead of expoſtulating the Affair over with the Doctor, and talking over the Matter with Mr. *Chapple*, and pointing out to both of them the ſeeming Errors of the Calculation, which moſt ſurely, according to the Rules of Honour and Conſcience, he ought to have done, (as he freely owns, he had agreed with the Doctor that this Method ſhould be taken); I ſay, inſtead of following this Method, for which he took 17 Days to deliberate on, away goes he to Mr. *Jeffery*, without acquainting him, that the Doctor had freely offered to have this whole Matter reconſider'd, and finally ſettled between the Doctor and him, by *Chapple*, according to their ſolemn Agreement; (which is a Fact Mr. *Jeffery*, on his Examination, admits; for he declares, he never did underſtand the Doctor had freely offer'd to have the whole Matter ſent back again, to be re-examined and ſettled by *Chap-*

ple, but only a few ſmall Articles of the Calculation; and which no Man can doubt to be Mr. *Jeffery*'s Apprehenſion; becauſe I am perſuaded, if he had been fully informed of this Fact, he would have told Mr. *P*——, You have choſen and agreed on the Perſon who is to ſettle the Matter between you, therefore I can have nothing to adviſe you to, but to abide by your Agreement, and let it be returned to *Chapple*; and then, if he again makes any Miſtakes, it will be Time enough for you to take my Advice what is to be done for your Relief—And Mr. *Jeffery* being thus imperfectly informed as to the Nature of this Tranſaction, and happening to have a bad Opinion of *Chapple*'s Judgment as a Calculator; for that he had known him, as he ſaid, undervalue Eſtates in two or three Inſtances; and to entertain a bad Notion of the Doctor's Honeſty) it is plain, Mr. *P*—— was adviſ'd by Mr. *Jeffery* to advertiſe the Eſtate for Sale. For on the above 12th of *September*, Mr. *P*— came to the Doctor's Houſe, and then, in great Warmth, ſaid, the Doctor had been guilty of ſome Miſtakes in the Materials ſent to *Chapple*. To which the Doctor replied, he would then ſend to *Chapple* to make a new Calculation.

Now this being certainly as fair and honourable a Conduct on the Doctor's Side as can be imagined or expected, and an Offer expreſſly agreeable to the ſolemn Contract between them, which was, that *Chapple* ſhould

have

have the full Determination, and ſettling of this Affair; let us ſee what was Mr. *P*——'s Behaviour on this Occaſion: Why he ſaid, No! that is in the ſhorteſt and moſt poſitive Manner, denying and refuſing to perform his Agreement with the Doctor: And he in the next Breath diſcovers plainly what Scheme he had then in View, for he ſaid, I am determined to advertiſe it for Sale, and will have nothing to do with *Chapple*. So here is by Mr. *P*—— as peremptory and abſolute a Reſolution, not to regard the Promiſe, Contract, or Agreement, which he had made with the Doctor, as 'tis poſſible for a Man to enter into.

And here 'tis obſervable, that Mr. *P*—— in his opening of the Caſe, does not take the leaſt Notice of this Conference with the Doctor; but is very full, and ſeems to rely much on the Conference of the next Day, the 13th of *September*; to which the Doctor was invited by Mr. *P*——: And to this Conference, the Doctor indeed went, and there he did meet pretty plentifully with ſuch Abuſe, as he in ſome Meaſure deſerved for his Folly, tho' not for his Diſhoneſty, in going to ſuch a Conference: For what Comfort, or Satisfaction, or Information, in regard to the Matter in Diſpute, could he expect from thence, when he knew, that no one had any Thing to do in this Diſpute but himſelf, Mr. *P*—— and *Chapple*, and that Mr. *P*—— was the Evening before determined to ſell the Eſtate pub-

publickly? But however as they did meet, and as Mr. *Jeffery* was not informed of the true Situation of this Affair, and as he had no ſmall Diſlike to the Doctor, and had but a mean Opinion of *Chapple*, Mr. *Jeffery* was induced to think there ought never more to be any Thing done in this Affair by *Chapple*, and was pleas'd to declare his Sentiments very freely of the Doctor. And what Mr. *Jeffery* did but ſuggeſt, or imagine to be the Caſe (for he did not pretend to have any clear Proof of it) Mr. *P*—— was raſh enough to publiſh and declare to the World, to be a real Truth: And therefore I take it, that it was this Conference, and that of the preceding Evening, which firſt gave Riſe to the Scandal, which Mr. *P*—— has propagated to the Diſgrace of Dr. *A*——. I form this Conjecture, as I alſo found my Opinion entirely on what has appeared to us, on the Hearing of this Diſpute, and not from any Diſcourſe without Doors. That Mr. *Jeffery* was in this Matter much governed by the Imagination only, without very much attending to the Affair, appears to me very plainly from this Inſtance among others, that when he was aſked, why he adviſed Mr. *P*—— to get the original Paper of the Calculation by *Chapple* out of the Doctor's Hands, he ſaid, it was becauſe he thought that the Doctor was a dangerous bad Man, and had a Mind to trick Mr. *P*——: On which, I aſked Mr. *Jeffery*, whether he had obſerved that Caution or hypothetical Cal-

culation

culation (as *Chapple* calls it) at the Bottom of the Paper; and I am ſure he ſaid, he did not take Notice of it, either to the Doctor, or to Mr. *P*——; and I am pretty ſure he ſaid, that he himſelf had not obſerved it: And which, I am inclined to think he did ſay, for had he obſerved it he muſt have known, that it was impoſſible for the Doctor to trick Mr. *P*—— with that Calculation, as long as the Caution remained in the Paper; becauſe no Court, either of Law or Equity, would ever enforce ſuch a conditional Calculation, until the Facts on which it was built, were all found to be true; and no Man could imagine that the Doctor would tear it off, becauſe if he had had ſuch an Intention, he certainly would have torn it off before he delivered it to Mr. *P*——, and not after *he* had ſeen it, and as many others as *he* pleaſed.—And therefore the Doctor's not tearing it off after it was delivered to him by *Chapple*, and before the Doctor delivered it to Mr. *P*——, is to me very clear Evidence, that he had no Deſign of cheating Mr. *P*——, becauſe he could have had no Chance of cheating him, unleſs he had torn it off.

But whatever may be the Opinion of others, I can only form a Judgment on Things as they appear to me. And I can't think it to be the leaſt Preſumption in me, who have fully examined into the Circumſtances attending this Diſpute, to differ in Opinion from

any

any other Perſon who has not had the ſame Advantages.

Much Time has been ſpent for the Satisfaction of the Parties in examining into the Errors of the Materials given by the Doctor to Mr. *Chapple*; and in obſerving upon the Calculation which *Chapple* made thereon, and likewiſe the Variances appearing between this Calculation and that made by *Chapple* for Mrs. *Ilbert* in 1757; and on the Difference between the Materials which were given by the Doctor to *Chapple*, and thoſe the Doctor had from *Searle*; which I take to be Facts not material for the Deciſion of the Point left to our Determination, which is not whether the Facts or Principles of this Calculation are right or wrong, but only whether on this Tranſaction between the Doctor and Meſſrs. *P*—— and *Chapple*, we can diſcover ſuch clear and poſitive Evidence, as will warrant and authorize us to declare, that the Doctor has attempted to cheat and defraud Mr. *P*——.

Now, tho' it would be weak and ridiculous to pretend to pronounce ſo heavy a Cenſure againſt any one, in Caſe we ſhould attend more to one or a few odd and ſeemingly unaccountable Circumſtances of Behaviour, than to the general Tenor and Nature of the whole Tranſaction; yet if either of us was inclined to proceed in that Manner, I really think he would be hard put to it to lay his Hand on any one Circumſtance that would warrant him to declare this was a ſtrong Preſumption,

ſumption, (I ſay Preſumption, becauſe there is not the leaſt Evidence from any, of a direct Charge of Fraud) the Doctor intended to cheat Mr. *P*——.

The moſt doubtful Fact I can think of, is that of *Chapple*'s ſaying, the Doctor declar'd to him the Houſe was as often vacant as tenanted:—But then obſerve, this Fact is very ſlightly, if any Way, proved: For the ſame Mr. *Chapple*, who ſays the Doctor told him ſo, does admit, he had alſo a Paper from the Doctor, which ſays only, *that the Houſe may frequently lie vacant*; which is of a very different Meaning from the verbal Declaration. And tho' indeed Mr. *Chapple* ſays, he underſtood the verbal Declaration was explanatory of the written Inſtructions; yet ſurely the written Inſtructions were and ought to be his beſt Authority to go by; and the Doctor could not doubt but that this, and all other Facts whereon the Calculation was to be grounded, would be fully cleared up, explained, and adjuſted, before the Calculation was to be finally ſettled.

The Determination therefore of this great Queſtion is not to be founded on any one, or a few preſumptive Circumſtances, but on the whole Complexion and Nature of this Tranſaction: And therefore, that I may thoroughly underſtand it, I have ſuppoſed this Caſe,—namely,—Mr. *P*—— and myſelf agree, that I ſhall have his Eſtate, paying ſo much for it by Way of Annuity, as Mr. *Chap-*

ple, who is Steward of the Manor, where the Eſtate lies, and conſequently is (or can inſtantly almoſt with the greateſt Eaſe make himſelf) Maſter of every material Circumſtance attending this Eſtate.— I am as crafty a Knave, and as great a Cheat as Mr. *P*—— has declared the Doctor to be: What Method muſt I then take to cheat this Mr. *P*—? Firſt, It muſt be allowed I have outwitted myſelf, in chuſing *Chapple* to be the Arbitrator, becauſe he knows, or in a Moment almoſt may know, too much for me, to have any Thoughts or Hopes of impoſing upon him by any Miſrepreſentation, that I can make to him: Well then, what ſhall I do? Where is the only Hope I have of ſucceeding in my wicked Scheme? Why, I think of doing it by no other Way, than by attempting to bribe *Chapple*.—If I fail in this Scheme, my Hopes of Succeſs muſt quite vaniſh; for as I know he could not be deceived, ſo I muſt be aſſured he would not join with me in deceiving Mr. *P*—— for nothing.

Now then, to apply the above Caſe to the preſent one: Is it not allowed the Doctor was as ready to fix on *Chapple* to be the Arbitrator, as Mr. *P*—— himſelf? Is there ſo much as the leaſt Inſinuation, much leſs Proof, that the Doctor attempted to bribe or to uſe any other bad Method to ſeduce Mr. *Chapple*? Nay, I will aſk further, if through the whole Courſe of the Evidence, any one but Mr. *Jeffery* (who was not properly inſtructed) has

ſaid

ſaid he thought the Doctor had done wrongfully, except Mr. *P*—— in his opening, where he does expreſſly aver, that in his Conference with *Chapple*, he *(Chapple)* told him, *the Doctor had drawn* Chapple *in to wrong him?*——— But then behold, when *Chapple* was, on his Examination, frequently aſk'd, if this was true; he anſwer'd, he never ſaid ſo, nor any Thing like it.—And that Mr. *Chapple* is not ſo much as ſuſpected to have had any unfair or unjuſt Dealings with the Doctor, is manifeſt from hence, that Meſſrs. *Tremlett* and *P*——, at the Cloſe of the third Meeting, deſired me to join in a Certificate of the Fairneſs of *Chapple*'s Proceedings thro' this whole Tranſaction.

But on the other Hand, what ſhall we ſay of Mr. *P*——'s at firſt not admitting at leaſt, if not denying, that on the Evening of the 13th of *September*, 1759, about nine o'Clock, (which was about one Hour after the Doctor and Mr. *P*—— had parted) Mr. *P*—— came to the Doctor's Houſe, and dictated to him the afore-mentioned Articles, and joined not only in ſending, but in adding a conſiderable Part to the Letter ſent to *Chapple*.

To the Truth of this the Doctor has poſitively ſworn, or is ready to ſwear; and as Mr. *P*—— refuſes to do the ſame, (and ſpeaks only to his Memory, as in his Evidence) we cannot, I think, but look on theſe Facts to be proved: And if ſo, I ſay, what muſt we think of Mr. *P*——, in Regard to

this ſeemingly ſo material a Tranſaction; and what Concluſions are naturally to be drawn from theſe Facts?

If Mr. *P*—— went to the Doctor with a full Reſolution to have the Matter referred again to *Chapple*, then it ſhews, that notwithſtanding the Conference they had juſt before had, Mr. *P*——'s Mind relented, and he became conſcious of the Injury he was going to do the Doctor, by determining to ſell it publickly, and not again referring it to *Chapple*. —If Mr. *P*—— only did it with a View to make the Doctor believe he was in Earneſt, and thereby to get from him the original Calculation, then ſurely his Conduct was very ungenerous, to give it no worſe a Name.— However, he tells us, he did it only to ſhew the Doctor the Falſeneſs of his former Repreſentation: But if ſo, what Occaſion was there to ſend it in a Letter to *Chapple?*

But then, on the contrary, what advantageous Concluſions are to be drawn from hence in Favour of the Doctor, *in Caſe his Behaviour ſtood in Need of them.* — Here is almoſt a Demonſtration of the Doctor's Candour, and of his honeſt Intentions, to have Juſtice done in the Affair: For he not only ſubmits to write down the Materials from Mr. *P*——'s own Mouth, but writes *Chapple*, he was miſtaken in ſome of the Articles relating to Mr. *P*——'s Houſe and Eſtate, and therefore he deſires *Chapple* would let him know what was to be given for it, according

to

to the above Repreſentation.—But pray what Repreſentation was that? No leſs an one than one dictated by Mr. *P*—— himſelf. And that this was not a ſham Contrivance of the Doctor's, merely to write down Mr. *P*——'s Repreſentation, and then not ſend it to *Chapple*, or to ſend a different one to him, appears moſt clearly; for that *Chapple* owns he did receive the Articles and the Letter.

Here then I muſt again obſerve, the Uprightneſs and Integrity of the Doctor's Behaviour in this Affair, ſeems to me to be almoſt prov'd to a Demonſtration by this Fact only.

On the whole, the Facts, as proved by the Evidence or Admiſſion of the Parties, appear to me to be thus:

The Doctor and Mr. *P*—— contracted by a parol Agreement of Honour, that ſuch an Annuity ſhould be given for the Eſtate, as *Chapple* ſhould judge to be the Value of the Eſtate. Mr. *P*—— in order thereto, delivered the Doctor ſome imperfect Materials for the Calculation. The Doctor having often heard Mr. *P*—— declare he never made more than 34 or 35*l.* a Year of it, delivered ſuch Materials to *Chapple* as he could pick up, and as he thought would bring the Eſtate to that Value; but, being ſatisfied they were not all exactly correct, he told *Chapple*, thoſe were the beſt Materials he could get. On this *Chapple* went to Work, but being himſelf not ſatisfied the Materials were right, he at the Bottom of the Calculation added ſuch a

Caution

Caution as he knew would make the Calculation of no Effect, until the Materials were all found to be true. This Calculation *Chapple* gave or ſent to the Doctor, who delivered it to Mr. *P*—— on the 26th of *Auguſt*, 1759; who, finding the Eſtate to be much undervalued, kept it until the 12th of *September*, 1759, which was about 17 Days, without ever vouchſafing to tell the Doctor what he would do in the Affair, altho' the Doctor often aſk'd him about it, and told him, if there were any Errors he would have the Calculation ſent back to *Chapple*. But in the Interim of the 17 Days, inſtead of applying to the Doctor, or to *Chapple*, to have this Matter reconſidered, (which by his Contract he ought to have done) away he goes to Mr. *Jeffery*, who not being fully informed of the Nature of this Tranſaction, and diſliking both the Doctor and *Chapple*, it can't be doubted, from what paſt afterwards, but what he diſſuaded Mr. *P*—— from ever referring it again to *Chapple:* For on the ſaid 12th of *September*, 1759, he comes to Dr. *Andrew*, and in a Heat tells him, he would not have any Thing more to do with *Chapple*, but would advertiſe it the next *Friday* in *Brice's* Paper.

Who then is in the Wrong in this Affair? The Doctor, who propoſed to ſtand and abide by the original Contract; or Mr. *P*——, who without hearing what the Doctor had to ſay or offer, went wilfully and contrary to his Contract to ſeek Relief from Mr. *Jeffery?*

And

And here indeed it ſeems to me, who know nothing of this Caſe, but what has been alledged, admitted, and proved, was given the firſt Riſe to this Scandal thrown on the Doctor; which was much improved by the next Day's Converſation with Mr. *Jeffery*: For had Mr. *P*—— (as he ought to have done) agreed to refer the Matter back again to *Chapple*, he would have had 1000*l.* for the Eſtate, if it had been worth it; for *Chapple*'s Skill is generally admitted; and he has declared, on his Examination, that had the former Calculation been ſent back to him, he would have thoroughly informed himſelf of all the Circumſtances relative to the Eſtate, before he would have made a ſecond Calculation, which ſhould therefore have been a peremptory one, and not hypothetical, as the other was. But this Method was refuſed; ſcandalous Surmiſes were urged againſt the Doctor; and what others did but ſuggeſt, Mr. *P*—— was raſh enough to declare to the World to be real Truths.

And now then to conclude, let us conſider, that this Charge againſt the Doctor, is the heavieſt that can be laid on any Gentleman; for who is there that bears the Name of a Gentleman, or at leaſt deſerves it, who would not rather have his Life taken from him than his Reputation, Credit, and good Character? As therefore this is the bittereſt and the ſevereſt of all Accuſations that can be lain againſt the Doctor, ſo ought it to be ſupported and

proved

proved, not by Suggeſtions, Inſinuations, Suſpicions, Imaginations, or far-fetch'd Inferences; but by the moſt convincing, the moſt concluſive, the moſt clear, the moſt ſatisfactory, and moſt perſuaſive Evidence, in the World. And whether this Accuſation has been ſo proved, I believe will ſoon, and with great Eaſe, be determined by thoſe who ſhall think it worth their while, to attend to the Obſervations which I have here made, and have not had their Minds previouſly influenced by any Stories, which may have been told to the Diſadvantage of the Doctor.

I have been thus long, and perhaps tedious, in giving the Reaſons for my Opinion, becauſe I am fully perſuaded it is contrary to the general Sentiments of thoſe who have heard of this Diſpute, and am convinced that a quite different Opinion would have been more palatable and acceptable to the Many. I have therefore great Pleaſure in thinking, that Mr. *P*—— is not finally concluded by my Opinion: For if Mr. *Tremlett* differs in Opinion from me, (for which I ſhall have not the worſe Opinion of him) I will very willingly join with him in chuſing ſome ſenſible Perſon who has never before heard of this Diſpute from any one, and ſhall be ready to ſhow him the Caſe and my Opinion as I have now delivered it. I know theſe Papers are very incorrect for Want of proper Leiſure to reviſe and alter them. But as it is now expected, that I ſhould give my Opinion fairly on this

grand

POSTSCRIPT.

I Muſt add a Word or two more. I cannot think that any Crime ſhould be imputed to me, becauſe Mr. *Croſs* gave 600*l.* for this Eſtate, whereas I reckoned it (as Mr. *J*— ſays) to be only worth 500*l.* Mr. *Croſs*, I believe, ſaw that he purchaſed an Eſtate that was worth 92*l.* per Ann. not 63*l.* as *C*— reckoned it, and Mr. *P*— ſat it; and therefore did not heſitate to give 600*l.* for it. Even *C*— (Blunderer as he may be in Mr. *J*—'s Opinion) knows, that the Reverſion of an Eſtate of 92*l.* per Ann. after two Lives, above 50 each, is worth more than 120*l.* which was the exact Sum Mr. *Croſs*, I believe will own, he paid for it.

P. 24 of the Notes at the Reference, "Then "Mr. *J*— being aſk'd, if the Doctor of- "fered to refer the Calculation back to *C*—, "or to have the *Quantum* ſettled by *Richards*, "which Mr. *P*— *admits*, as above, *to be* "*true*; he ſaid, he thought the Doctor ex- "preſſed himſelf to this Effect, *that if Things* "*are miſunderſtood, 'tis not too late to rectify* "*them:* But then he thought that the Doc- "tor did not by that intend to refer the whole

" again, but only one or two of the Articles." Why ſo, Counſellor? You knew, the natural and fair Conſtruction of what I ſaid, was, that every Part of the Calculation ſhould be rectified, that was not right. Why, then, ſhould you wreſt my Words to a Senſe that they would not bear? I ſhould never have thought that Mr. *J*— could be capable of ſo ſtrangely perverting the Meaning of ſuch a plain and clear Expreſſion.

Mr. *J*— goes on, and in this ſame Paragraph ſays, " That he does not remember " the Doctor ever propoſed a general ſecond " Reference of the whole to *C*—." Thus far this *candid* Counſellor. It is very ſurpriſing that Mr. *P*— and his Council ſhould differ in Opinion ſo widely concerning this ſame Tranſaction: For Mr. *P*— came to my Houſe but an Hour after this Conference, and gave me a *compleat Set* of Articles, which he deſired me to ſend to *C*— for a new Calculation. When I had been at the Trouble of writing all theſe Articles, Mr. *T*— ſays, " Mr. *P*— " replied, with that Reſentment he was " pretty full of, you may ſend them where " you pleaſe." This, if true, is very ſtrange; for Mr. *P*— not only *deſired* me to ſend the Articles to *C*—, but dictated great Part of the Letter that accompanied them, and which I writ for his Satisfaction *only*.

Mr. *T*— ſays, " Mr. *P*— was full of Re- " ſentment," and yet Mr. *T*— will not deny that Mr. *P*—, by his civil Behaviour when he

he came to my Houſe to give me this Set of Articles, ſaid, or ſeemed to ſay, he was quite reconciled. Pray reflect on this, Mr. *T*—; and when you write another Pamphlet, at leaſt " keep Probability in View."

Mr. *T*— talks of diſgracing the News-Papers with Advertiſemcnts. This reflects *Diſgrace* on thoſe who publiſh Falſhood and Slander, not on *him* who writes nothing but what is ſtrictly true, and that in Anſwer to Abuſe as baſe, and unjuſt, as ever *diſgraced* the Preſs.

I will add, that in this, as well as in every other Pamphlet, or Paper, that has appeared under my Name, I have endeavoured to adhere to the ſtricteſt Truth; and whoever can point out any Error, or Miſrepreſentation, ſhall have my moſt ſincere Thanks.

If any Reply ſhould be made to this, I hope Mr. *P*— will let it be done by himſelf, or his Council, not by the Hands of hireling Scribblers: And now I beg Mr. *P*— to ſay, what is his Motive for ſo long perſiſting in Falſhood, and propagating Slander, to the manifeſt Diſcredit of one of his beſt Friends.

I will conclude with a Quotation from an elegant modern Author, very proper (agreeably to *C*—'s Expreſſion) to be put into the Mouth of Mr. *P*—, *viz* " They generally " believed me, becauſe of the Confidence of " my Aſſertions, and thought I could not be " ſo *inſolent*, or ſo *angry*, if I was not ſure of " being in the Right."

Dialogues of the Dead.

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